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**Electronically Recorded
Chesapeake Operating, Inc.**

AMENDMENT AND EXTENSION OF OIL AND GAS LEASE

L0538770

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **MAYFIELD/NEW YORK, LTD.**, a Texas limited partnership; **MAYFIELD/NEW YORK NO 2, LTD.**, a Texas limited partnership; **MAYFIELD/NEW YORK NO. 3, LTD.**, a Texas limited partnership; **MAYFIELD JOINT VENTURE** and **UC DEVELOPMENT, INC.**, whose address is 7001 Preston Road, Suite 500, Dallas, Texas 75205 ("Lessor") entered into an Oil and Gas Lease (No Surface Use) on March 9, 2007, a memorandum of which is recorded in the Official Records of Tarrant County, Texas as document D207238790, with **CHESAPEAKE EXPLORATION, LIMITED PARTNERSHIP**, now **CHESAPEAKE EXPLORATION, LLC** as successor in interest to **CHESAPEAKE EXPLORATION, LIMITED PARTNERSHIP**, as Lessee, covering lands more specifically described therein ("the Lease"), and,

WHEREAS, Chesapeake Exploration, LLC has assigned a portion of their interest in and to this Lease to Total E&P USA, Inc. by Assignment, Bill of Sale and Conveyance dated October 1, 2009 and recorded in the Official Records of Tarrant County, Texas as document D210019134; and

WHEREAS, Lessor and Lessee now desire to a) amend the Lease as to the pooling provision as hereinafter set forth; b) extend the primary term by an additional twelve (12) months as hereinafter set forth; and c) ratify and confirm the Lease, as amended therein.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

The first sentence in Paragraph 2 will be amended to extend the primary term for an additional twelve (12) months to March 9, 2011 as set forth below:

2. **PRIMARY TERM.** This lease shall remain in force and effect for a term of four (4) years from the Effective Date set out above (hereinafter called "Primary Term") and as long thereafter as there is production in paying quantities from the Leased Premises or land pooled therewith.

Paragraph 6 will be deleted in its entirety and the following paragraph will be substituted therefore:

6. **POOLING.** Lessee shall be required to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit or units formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of

contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, Lessee shall terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. If at the expiration of the Primary Term any of the lands covered by this lease are not included in a pooled unit, Lessee shall file of public record a release those lands not included in a pooled unit. Notwithstanding anything herein to the contrary, at any time while this lease is in force, Lessee may not dissolve or reform the pooled unit(s) established hereunder without Lessor's prior written consent. Pooling hereunder shall not constitute a cross-conveyance of interests.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede Paragraphs 2 and 6 in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended herein, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, persona representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 9th day of March, 2007, regardless of the actual day of execution and acknowledgement by any or all of the parties constituting the Lessor herein.

LESSORS:

MAYFIELD/NEW YORK, LTD., a Texas limited partnership
MAYFIELD/NEW YORK NO. 2, LTD., a Texas limited partnership
MAYFIELD/NEW YORK NO. 3, LTD, a Texas limited partnership
MAYFIELD JOINT VENTURE and
UC DEVELOPMENT, INC.

By _____

Gordon Edwards, Vice President

LESSEES:

CHESAPEAKE EXPLORATION, LLC.

By: _____

Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

By: _____

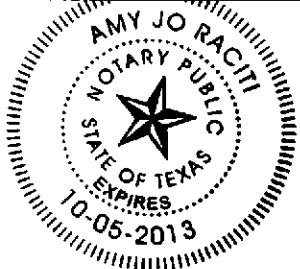
Eric Bonnin, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Dallas

\$ \$ \$

The foregoing instrument was acknowledged before me on the 6th day of May, 2010, by Gordon Edwards, Vice President, on behalf of MAYFIELD/NEW YORK LTD., A Texas limited partnership, MAYFIELD/NEW YORK NO. 2, LTD., a Texas limited partnership, MAYFIELD/NEW YORK NO. 3, LTD., a Texas limited partnership, MAYFIELD JOINT VENTURE and UC DEVELOPMENT, INC.



Amy Raciti
Notary Public in and for The State of Texas

STATE OF Oklahoma
COUNTY OF Oklahoma

\$ \$ \$

The foregoing instrument was acknowledged before me on the 17th day of May, 2010, by Henry S. Hood, Sr. Vice President – Land and Legal & General Counsel, on behalf of CHESAPEAKE EXPLORATION, L.L.C.

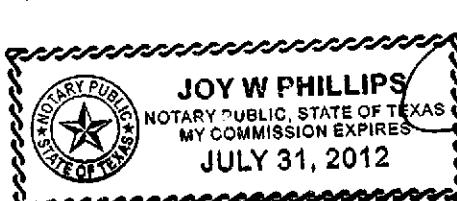


Courtney Childress
Notary Public in and for The State of Oklahoma

STATE OF Texas
COUNTY OF Harris

\$ \$ \$

The foregoing instrument was acknowledged before me this 28th day of May, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.



Joy W Phillips
Notary Public in and for the State of _____

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154